

***Embassy of the United States of America  
GSO/Procurement & Contracting Office  
120 Wireless, Lumpini, Patumwan  
Bangkok, Thailand 10330***

April 27, 2021

Dear Prospective Quoter:

SUBJECT: Request for Quotation Number: PR9791128 – TastyUSA Facebook

The Embassy of the United States of America invites companies specialized in advertising to submit a quotation for managing its TastyUSA Facebook Page including content development, media buys and support on other online activities links with TastyUSA Page.

Your quotation must be submitted through e-mail marked “Quotation for PR9791128 TastyUSA Facebook” to [bkkgsoprocbid@state.gov](mailto:bkkgsoprocbid@state.gov) by May 18, 2021 at 15.00 hours (Bangkok time). No quotations will be accepted after this time.

In order for a quotation to be considered, you must also complete and submit the following:

1. SF-1449 or SF-18
2. Section 1, Pricing
3. Additional information as required in Section 3
4. NDAA Certifications

In addition, SAM.gov registration is required prior to award.

Direct any questions regarding this solicitation to in writing to Scott Krushinski, Contracting Officer. Questions must be written in English and may be sent to the e-mail address by e-mail: [bkkgsoprocbid@state.gov](mailto:bkkgsoprocbid@state.gov) by COB on May 12, 2021

The U.S. Government intends to award a contract to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Sincerely,

Scott Krushinski  
Contracting Officer

Enclosure

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER PR97911128		PAGE 1 OF 26					
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE (mm-dd-yyyy)		4. ORDER NUMBER		5. SOLICITATION NUMBER					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Soontaree V. (E-mail: soontare@state.gov)			b. TELEPHONE NUMBER (No collect calls) (02)205-5742		6. SOLICITATION ISSUE DATE (mm-dd-yyyy) 03-18-2020				
9. ISSUED BY American Embassy, Bangkok Attn: GSO/Procurement GFS Building, 5th Floor (Tower A) Bangkok 10330				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR  NAICS: SIZE STANDARD:				<input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN- <input type="checkbox"/> 8(A) OWNED SMALL BUSINESS			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVERY TO American Embassy, Bangkok Attn: Foreign Agriculture Service Office				16. ADMINISTERED BY Same as block 9							
17a. CONTRACTOR/OFFEROR CODE <input type="text"/> FACILITY CODE <input type="text"/>				18a. PAYMENT WILL BE MADE BY Financial Management Center (FMC) American Embassy Bangkok				CODE <input type="text"/>			
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER											
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
01		To manage Tasty USA Facebook page See attached Schedule/Service  (Use Reverse and/or Attach Additional Sheets as Necessary)		1		all				0.00	
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT (For Govt. Use Only) 0.00			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA								<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA								<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.								<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ (mm-dd-yyyy). YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, AS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR								31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)				30c. DATE SIGNED (mm-dd-yyyy)		31b. NAME OF CONTRACTING OFFICER (Type or Print)			31c. DATE SIGNED (mm-dd-yyyy)		



19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE (mm-dd-yyyy)	32d. PRINT NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER  <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT  <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (Location)		
		42c. DATE REC'D (mm-dd-yyyy)		42d. TOTAL CONTAINERS

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## SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449

**RFQ NUMBER PR9791128****PRICES, BLOCK 23**

## I. PERFORMANCE WORK STATEMENT

- A. The purpose of this firm fixed price purchase order is for a company to manage Tasty USA Facebook Page including content development, media buys, and support on other online activities linked with Tasty USA Page for the U.S. Embassy, Bangkok per Statement of Work.
- B. The contract will be for eight (8) months from the date of the contract award.

## II. PRICING

<u>Description</u>	<u>Qty.</u>	<u>Total Amount (THB)</u>
2.1) Management of TastyUSA Facebook Page including content development, Media buys, and support on other online Activities linked with TastyUSA Page.	1 project	_____

Period of Performance: 8 months

## III. VALUE ADDED TAX

VALUE ADDED TAX. Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN rates or Invoices because the U.S. Embassy has a tax exemption certificate from the host government.

VAT Exemption document will be processed through Ministry of Foreign Affairs for the order which has the total price excludes VAT at or more than 5,000 THB for local VAT registered contractor under Section 82/3 of Thai Revenue Code only. The contractor will receive the document within 150 days after submitting the invoice.

CONTINUATION TO SF-1449,  
**RFQ NUMBER PR9791128**  
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20  
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

**I. PROJECT DESCRIPTION**

The United States Department of Agriculture Thailand (USDA Thailand) seeks a company to manage its TastyUSA Facebook page.

USDA Thailand plans to retain, pursuant to this Request for Proposal (RFP), a qualified company (hereby known as the Contractor) to develop, manage, and carry out this project.

**Project Objectives**

USDA Thailand works closely with Thai importers, foodservice professionals, culinary students, and retailers to develop effective marketing activities that promote U.S. food and beverage products in Thailand. The marketing activities include trade shows, in-store promotions, trade missions, seminars, cooking workshops, and online marketing activities.

The TastyUSA Facebook page was launched in November 2020 by USDA Thailand. TastyUSA is positioned as a high quality, customer-focused (both food industry and consumers) source of information on U.S. food and beverage products in Thailand. The Facebook page gives followers product information, cooking ideas using U.S. food ingredients, and trend updates, and alerts followers to new products and where they can find U.S. products. USDA Thailand aims to reach 15,000 by the end of 2021 with a high engagement rate.

USDA Thailand will hire a company to manage TastyUSA Facebook page for eight months.

**II. STATEMENT OF WORK**

USDA Thailand is soliciting proposals from Contractors to conduct this project. Contractors should provide a proposal that cover the items listed below.

For the purposes of this project, the ContractorContractor, at a minimum, will provide the services as follow:

- 1) Develop, execute strategic, and cost-effective social media activities to implement the outlined social media requirements for the TastyUSA Facebook page.
- 2) Form a specialist team to work closely with USDA Thailand.
- 3) Develop eight months' worth of Facebook content and advertising with the following requirements:
  - a) account management in line with predefined Facebook strategy and art direction;
  - b) monthly content planning in collaboration with USDA Thailand;
  - c) eight posts in Thai per month including four basic artworks (photo-based, text-based, template-based or adaptations) and four advance artworks (graphic-based, or illustration-based);



- d) one advanced ad campaign per month to increase brand awareness, fan acquisition, website traffic, and website conversions, and to promote events, online competitions, and offers;
  - e) up to 4 stock images purchased per month;
  - f) advanced photo retouching, straightening, cropping, logo inlay, color grading, spot correction, photo manipulation; and
  - g) inlaying legal notice in visuals when required.
- 4) Manage and optimize media buy for each content or the overall page.
  - 5) Exercise final quality control over all finished social media content and materials placed in the TastyUSA Facebook page, after approval by USDA Thailand.
  - 6) Provide standard monthly performance report.
  - 7) Work with other Contractors hired by USDA Thailand and support related activities to promote the TastyUSA page.

### **III. INSTRUCTIONS TO CONTRACTOR**

- 1) In order to be considered for the award under this RFP, the Contractor must prepare and submit a proposal that includes the following information:
  - a) A description of the Contractor's capabilities, experiences, and resources. The Contractor should have at least 5 years' experience in social media marketing for international food and beverage and lifestyle brands. Samples of successful social media campaigns for food and beverage brands are also required.
  - b) Resumes for each of the Contractor's key personnel who will be involved in the project. USDA Thailand is interested in evaluating not only the overall experience of the Contractor but, more specifically, key personnel who will be directly involved in the project. USDA Thailand is looking for personnel with an international mindset (especially U.S. native personnel) with insights on American culture and the U.S. food and beverage scene, and a good understanding of how to effectively market via social media in Thailand.
  - c) A submission of strategic frameworks on how the Contractor will help TastyUSA achieve its objectives and a presentation of one outstanding Facebook content for TastyUSA's Facebook page to highlight or promote U.S. food and beverage products. The presentation will appropriately demonstrate the Contractor's understanding of the project and ability to complete the state of work.
  - d) The total fee charged for the project and other requirements listed in the state of work. Such fees should include all costs of services, media purchasing, administrative, and other miscellaneous expenses.



- e) A list of three (minimum) references from previous clients that USDA can check prior to contract signing. References or Testimonials should be pertinent to the type of project solicited in this RFP.
- 2) Upon receipt of the proposals, USDA Thailand will evaluate the completeness of each proposal. All complete proposals will be forwarded to relevant members of the project team. The project team will rely on the Contractor's portfolio, presented proposals, interviews, and reference checks in making the decision to select the most qualified firm.
- 3) USDA Thailand shall have the right to reject any proposal that is in any way inconsistent or irregular, or to otherwise reject any or all proposals.
- 4) The Contractor shall provide a name, address, and telephone number for USDA Thailand to contact.

#### IV. PROPOSED FORM OF AGREEMENT

##### 1) Statement of Work

The Contractor shall carry out the project as agreed in writing with USDA Thailand during the term in this Agreement (Agreement).

##### 2) Project Schedule

- |   |                |
|---|----------------|
| • RFP Issued  | April 27, 2021 |
| • Deadline to acknowledge interest & submit questions | May 5, 2021    |
| • Deadline for proposal submittal                     | May 18, 2021   |
| • Interviews with Contractors                         | TBD            |
| • Intend to award                                     | TBD            |
| • Work begins   | TBD            |

##### 3) Price and Payment

- a) The Contractor shall be paid 50% after 4 months of service and 50% after project completion
- b) The Contractor shall submit an invoice for social media service fee with monthly and overall Facebook page performance report after the complete of the project. The project will be paid to the Contractor within 30 (thirty) days upon receipt of an invoice. If the payment is due on Saturday, Sunday, or holidays, it will be paid on the next normal business day of USDA Thailand.
- c) The Contractor shall send all invoices to the attention of COR at the following address:

Office of Agricultural Affairs  
GPF Witthayu Tower A, Room 404  
93/1 Wireless Road  
Bangkok 10330  
Thailand

4) Warranties

The Contractor warrants that the services provided under this Agreement will be of the highest professional quality. The Contractor will undertake to comply with all statutory requirements in force and abide by the prevailing rulings and codes of practice incumbent with the performance of services on behalf of USDA Thailand. In order to assist the Contractor to satisfy these requirements, USDA Thailand shall supply to the Contractor any available objective factual evidence in support of any claims USDA Thailand wishes the Contractor to make in USDA Thailand advertising and inform the Contractor without delay for immediate removal from the page if USDA Thailand considers any claim or trade description in any advertising copy submitted by the Contractor to USDA Thailand for approval to be false or misleading.

5) Approvals and Authority

The Contractor will obtain written approval from USDA Thailand for scripts, storyboards, layouts, and other concept material before the Contractor enters into contracts with suppliers or commits to any expenditure on behalf of USDA Thailand.

6) Copyright

In all purchases by the Contractor of copyrighted properties created by outside suppliers, the Contractor shall use its best efforts to ensure that either copyright and/or copyright ownership is secured on behalf of USDA Thailand, or that a license to use the copyright material has been secured by the Contractor and approved by USDA Thailand.

The Contractor recognizes USDA Thailand's ownership of all page copyright, users and page administration, advertising, trademarks, trade names, plans or ideas prepared for and purchased on behalf of USDA Thailand.

7) Confidentiality

The Contractor shall take all reasonable steps to ensure that proprietary information supplied by either USDA Thailand or any other third party is not disclosed to any person, firm, or corporation.

- 8) Under the interim Federal Acquisition Regulation (FAR) rule 2019-009, published on July 14, 2020, and effective on August 13, 2020, FAS is prohibited from issuing awards or modifications to contractors who certify they use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at FAR 4.2102(b) applies or a waiver is granted, from the following companies, their subsidiaries, and affiliates:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital;
- Technology Company; and
- Dahua Technology Company.

The Contractor certifies that it does not use the aforementioned companies as a substantial or essential component of any of its systems.



## SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERICAL ITEMS (OCT 2018) and (DEVIATION 2017-02) (JUNE 2017, is incorporated by reference (see SF-1449, Block 27A)

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items.** (Oct 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ( 19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ( 31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved].

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).



- (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101 note).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- (10) [Reserved].
- (11)
- (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C. 657a).
- (ii) Alternate I (Mar 2020) of 52.219-3.
- (12)
- (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (ii) Alternate I (Mar 2020) of 52.219-4.
- (13) [Reserved]
- (14)
- (i) 52.219-6, Notice of Total Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).
- (ii) Alternate I (Mar 2020) of 52.219-6.
- (15)
- (i) 52.219-7, Notice of Partial Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).
- (ii) Alternate I (Mar 2020) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- (17)
- (i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Nov 2016) of 52.219-9.
- (iii) Alternate II (Nov 2016) of 52.219-9.
- (iv) Alternate III (Jun 2020) of 52.219-9.
- (v) Alternate IV (Jun 2020) of 52.219-9
- (18)
- (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- (ii) Alternate I (Mar 2020) of 52.219-13.
- (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).
- (22)
- (i) 52.219-28, Post Award Small Business Program Rerepresentation (May 2020) (15 U.S.C. 632(a)(2)).
- (ii) Alternate I (MAR 2020) of 52.219-28.
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) (15 U.S.C. 637(m)).

- (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).
- (27) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).
- (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).
- (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (30)
- (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (ii) Alternate I (Feb 1999) of 52.222-26.
- (31)
- (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- (ii) Alternate I (Jul 2014) of 52.222-35.
- (32)
- (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (ii) Alternate I (Jul 2014) of 52.222-36.
- (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (35)
- (i) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (37)
- (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (40)
- (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Oct 2015) of 52.223-13.
- (41)
- (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-14.
- (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).



- (43)
- (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-16.
- (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- (46) 52.223-21, Foams (Jun2016) (E.O. 13693).
- (47)
- (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- (ii) Alternate I (Jan 2017) of 52.224-3.
- (48) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).
- (49)
- (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (May 2014) of 52.225-3.
- (iii) Alternate II (May 2014) of 52.225-3.
- (iv) Alternate III (May 2014) of 52.225-3.
- (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302Note).
- (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150).
- (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).
- (55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020).
- (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (57) 52.232-30, Installment Payments for Commercial Items (Jan2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).
- (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
- (63)



(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

— (ii) Alternate I (Apr 2003) of 52.247-64.

— (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

— (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

— (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

— (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

— (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

— (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

— (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

— (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

— (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

— (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.



(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug2018) (41 U.S.C. chapter 67).

(xiii)

(A) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix)

(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).



(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations. (End of clause)

Add the following clause in full text:

52.229-12 Tax on Certain Foreign Procurements (JUN 2020)

(a) *Definitions.* As used in this clause—

*Foreign person* means any person other than a United States person.

*United States person*, as defined in 26 U.S.C. 7701(a)(30), means—

- (1) A citizen or resident of the United States;
  - (2) A domestic partnership;
  - (3) A domestic corporation;
  - (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 7701(a)(31));
- and

(5) Any trust if—

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue

Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14).

(2) If the Contractor is a foreign person and has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall—

(i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and

(ii) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue.

(f) Taxes imposed under 26 U.S.C. 5000C may not be—

(1) Included in the contract price; nor

(2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS



on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of clause)

ADDENDUM TO CONTRACT CLAUSES  
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: [Acquisition.gov](http://Acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](http://e-CFR) to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-3	WORKERS' COMPENSATION INSURANCE (Defense Base Act) (JUL 2014)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

The following FAR clauses are provided in full text:

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the



total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed six (6) months.

(End of clause)

#### 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

The following DOSAR clauses are provided in full text:

#### CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;

- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

**652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE)  
(AUG 1999)**

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The Contractor shall submit invoices in an original and copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

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(End of clause)

**652.237-72 Observance of Legal Holidays and Administrative Leave (FEB 2015)**

(a) The Department of State observes the following days as holidays:

New Year's Day  
 Martin Luther King's Birthday  
 Washington's Birthday  
 Memorial Day  
 Independence Day  
 Labor Day  
 Columbus Day  
 Veterans Day  
 Thanksgiving Day  
 Christmas Day

\*\*\* included Thai Holiday

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.



(b) When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractors accounting policy.

(End of clause)

#### 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(a) The COR for this contract is Foreign Agriculture Officer, Mr. Eric Mullis  
(End of clause)

#### 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

(End of clause)



## SECTION 3 – INSTRUCTION TO OFFEROR

**III. INSTRUCTIONS TO OFFEROR**

- 1) In order to be considered for the award under this RFP, the ContractorContractor must prepare and submit a proposal that includes the following information:
  - f) A description of the Contractor's capabilities, experiences, and resources. The ContractorContractor should have at least 5 years' experience in social media marketing for international FOOD & BEVERAGE and lifestyle brands. Samples of successful social media campaigns for FOOD & BEVERAGE brands are also required.
  - g) Resumes for each of the Contractor's key personnel who will be involved in the project. USDA Thailand is interested in evaluating not only the overall experience of the ContractorContractor but, more specifically, key personnel who will be directly involved in the project. USDA Thailand is looking for personnel with an international mindset (especially U.S. native personnel) with insights on American culture and the U.S. food and beverage scene, and a good understanding of how to effectively market via social media in Thailand.
  - h) A submission of strategic frameworks on how the ContractorContractor will help TastyUSA achieve its objectives and a presentation of one outstanding Facebook content for TastyUSA's Facebook page to highlight or promote U.S. food and beverage products. The presentation will appropriately demonstrate the ContractorContractor's understanding of the project and ability to complete the state of work.
  - i) The total fee charged for the project and other requirements listed in the statement of work. Such fees should include all costs of services, media purchasing, administrative, and other miscellaneous expenses.
  - j) A list of three (minimum) references from previous clients that USDA can check prior to contract signing. References or Testimonials should be pertinent to the type of project solicited in this RFP.
- 2) Upon receipt of the proposals, USDA Thailand will evaluate the completeness of each proposal. All complete proposals will be forwarded to relevant members of the project team. The project team will rely on the ContractorContractor's portfolio, presented proposals, interviews, and reference checks in making the decision to select the most qualified firm.
- 3) USDA Thailand shall have the right to reject any proposal that is in any way inconsistent or irregular, or to otherwise reject any or all proposals.
- 4) The ContractorContractor shall provide a name, address, and telephone number for USDA Thailand to contact.

## SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed proposal and price, including Sections 1.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ **to include the technical information required by Section 3.**
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
  - Adequate financial resources or the ability to obtain them;
  - Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  - Satisfactory record of integrity and business ethics;
  - Necessary organization, experience, and skills or the ability to obtain them;
  - Necessary equipment and facilities or the ability to obtain them; and
  - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.



ADDENDUM TO EVALUATION FACTORS  
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provision(s) is/are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
  - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
  - (2) On the date specified for receipt of proposal revisions.